



TOWN OF ELSMERE
11 POPLAR AVENUE
ELSMERE, DELAWARE

Phone (302) 998-2215

Fax (302) 998-9920

REQUEST FOR PROPOSALS

PROPOSAL NUMBER 14 - 03

AIR CONDITIONING REPLACEMENT At The ELSMERE BUREAU OF POLICE

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Monday, November 03, 2014 by 12:00 Noon**

PURPOSE:

The sole purpose for which the Town of Elsmere is requesting proposals from qualified individuals or firms to replace an conditioning unit at the Elsmere Bureau of Police building located at 11 Poplar Avenue. The replacement unit shall be high efficiency. The selected contractor shall conduct and completely manage the project as a "general contractor," supplying the personnel, equipment, services, and expertise necessary. Proposals shall provide technical data, pricing proposals, estimated energy and cost savings, calculated incentives eligible for, and other data necessary in order to determine the best value to the Town. The Town of Elsmere will evaluate the information received and determine if the replacement of an existing unit is in the best interest of the Town. Should the Town of Elsmere determine after reviewing all proposals that it is not feasible or advisable for the Town of Elsmere to proceed with the replacement of the unit, all proposals will be disregarded and no award will be granted.

There planning to submit a proposal **must schedule a pre-bid meeting** with the Chief of Police or her designee prior to the deadline for submittal. The requirement for this meeting is mandatory.

SUBMISSION:

DEADLINE: Proposals must be received in the Town of Elsmere, Finance Department, located at # 11 Poplar Avenue, Elsmere Delaware 19805, by no later than **Monday, November 03, 2014 at 12:00 Noon.**

METHODS: Sealed Proposals may be hand-delivered or mailed to the Town of Elsmere, 11 Poplar Avenue, Elsmere Delaware 19805: Attention: Mr. Joe Schulcz, Finance Director and be clearly marked with "Proposal Number 14-03".

FAX/EMAIL: Facsimile and electronic mail transmittals are **NOT** acceptable and will not be considered.

REQUIREMENTS:

SUBMITTAL:

An original Proposal must be submitted. The Proposal consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation.

SEALED:

All Proposals must be returned in a sealed envelope with the Proposal Number clearly marked on the outside. If an overnight delivery service is used, the proposal number clearly marked on the outside of the delivery service envelope.

REFERENCES:

The Town of Elsmere will require all who submit a proposal to supply with this Proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

LEGIBILITY:

Proposals must be legible and of a quality that can be reproduced.

LATE PROPOSAL:

Proposals received after submission deadline will not be opened and will be considered void and unacceptable. The Town of Elsmere is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY:

Those providing a proposal must affirmatively demonstrate their ability to meet the following requirements:

- a) Have adequate financial resources, or the ability to obtain such resources as required;
- b) Be able to comply with the required or proposed delivery schedule;
- c) Have a satisfactory record of performance;
- d) Be otherwise qualified and eligible to receive an award.
- e) Possess and maintain throughout the term of the contract should one be awarded, a valid State of Delaware, New Castle County and Town of Elsmere, Business License.
- f) All services shall be provided during the normal work week (Monday through Friday) between the hours of 8:00am and 4:00pm. Prior approval of the Chief of Police must be obtained prior to any work being performed after 4:00pm or on a Saturday or Sunday.

The Town may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

Award and Funding Out

The awarding or continuation of any contract which may ultimately be awarded is contingent upon funding being appropriated by the Mayor and Council.

REJECTION OR ACCEPTANCE:

No more than one Proposal will be awarded for the services requested. Proposals may be rejected for some items or areas, even though awards are made for others. The convenience of having a single source for all service is desired and will be taken into consideration together with price in determining the lowest and best Proposal.

The Town of Elsmere, reserves the right to accept or reject any and/or all Proposals for any or all materials and/or services covered in this Request For Proposal, and to waive informalities or defects in the Proposal or to accept such Proposal it shall deem to be in the best interest of the Town of Elsmere.

PERFORMANCE BOND:

No Performance Bond is required for this proposal.

PROPOSAL: This Proposal, if and when properly accepted by the Town of Elsmere, shall constitute a contract equally binding between the successful Proposer and the Town of Elsmere.

The successful Proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the Proposal.

PROPOSAL ADMINISTRATION:

Under this Proposal, the Chief of Police of the Town of Elsmere, shall be the proposal administrator with designated responsibility to ensure compliance with Proposal requirements, such as but not limited to, acceptance, inspection and delivery. The Proposal administrator will serve as liaison between Town of Elsmere and the successful Proposer.

MISCELLANEOUS

PAYMENT: Payment shall be made by check from the Town of Elsmere upon satisfactory completion and acceptance of items and submission of the Invoice to the Town for work specified by this Proposal Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Town whichever is later.

At a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) Town of Elsmere Proposal Number, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Proposal
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the PROPOSAL

Payment inquiries should be directed to the Town of Elsmere Finance Department: Attention; Finance Director at 998-2215.

ETHICS: The Proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Town of Elsmere.

DOCUMENTATION: Proposer shall provide with this Proposal response, all documentation required by this Proposal. Failure to provide this information may result in rejection of the Proposal.

TERMINATION FOR DEFAULT:

The Town of Elsmere reserves the right to enforce the performance of this Proposal in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of this Proposal. Non-Performance of the Proposer in terms of specifications shall be a basis for the termination of the Proposal by the Town. The Town shall not pay for commodities/services which are unsatisfactory. Proposers will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non or unacceptable performance.

SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS:

The successful Proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this Proposal. Proposer must executed an affidavit stating that all of the employees of the Proposer and any Sub-Proposer or Sub-Contractor performing work within the Town of Elsmere in accordance with this proposal are lawfully permitted to be employed in the United States under both federal and state law.

INSURANCE:

Should a contract be awarded proposer shall obtain at its own cost and expense and keep in force and effect throughout the term of any contract period including all extensions the following minimum insurance coverage's.

Prior to the start of the Proposer's Work to which this RFP applies; the Proposer shall procure and maintain in force, from the date of commencement, Worker's Compensation and Employer's Liability Insurance, Comprehensive or Commercial General Liability Insurance on an occurrence basis, Commercial or Business Automobile Liability Insurance, and other insurance as may be required by the Town of Elsmere or an applicable law.

The Town of Elsmere shall be Named as an Additional Insured on the Proposer's Comprehensive or Commercial General Liability and Commercial or Business Automobile Liability for all Operations, Completed Operations, and Contractual Liability to which this RFP applies.

The Proposer's Comprehensive or Commercial General Liability Insurance, Commercial or Business Automobile Liability, Employer's Liability, and Property Insurance shall be written with Limits of Liability not less than the following:

- A. Commercial General Liability shall be provided on an occurrence basis including coverage for Subcontractors, Explosion, Collapse, and Underground, (X,C,U) Hazards, Broad Form Contractual Liability, Personal and Advertising Liability, Broad Form Property Damage, Products and Completed Operations, **(which shall be maintained in force for a two-year period after final completion of the work)** and be endorsed with the Per Project Aggregate Limits Endorsement with the following limits. In addition, a Waiver of Subrogation shall be Included in favor of the Town of Elsmere.

General Aggregate	\$2,000,000
Products & Completed Operations Agg	\$2,000,000
Personal & Advertising Liability	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 100,000
Medical Expenses (Any One Person)	\$ 5,000
- B. Commercial Automobile Liability shall be provided on an occurrence basis covering all owned, non-owned, and hired vehicles with a Combined Single Limit of \$1,000,000 per accident for bodily injury and property damage.
- C. Workers Compensation shall be provided consistent to the Statutory Requirements of the State of Delaware and provide Employers Liability in the Limits of Liability of \$500,000 Each Accident, \$500,000 Policy Limit for Disease and \$500,000 for Disease for each Employee. A Waiver of Subrogation shall be included in favor of the Town of Elsmere.

- D. Umbrella Liability shall be provided excess of Commercial General Liability, Commercial Automobile Liability, and Employer's Liability on an occurrence basis with Limits of Liability of \$1,000,000 Per Occurrence and \$1,000,000 Aggregate.
- E. The Proposer shall provide the Town of Elsmere with copies of the Proposer's Installation Floater providing coverage for the property while it is awaiting installation and until it is accepted by the Town of Elsmere following completion of the work.

Certificates of Insurance attesting to the required coverage and Limits of Liability shall be filed with the Town of Elsmere along with the Proposal. These Certificates and the Insurance Policies shall contain a provision that coverage afforded under these policies will not be cancelled or allowed to expire without 30 days, (10 days for cancellation for Non-Payment of Premium), prior written notice to the Town of Elsmere. For the insurance coverage required to remain in force after final payment of the contract, an additional Certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

All required certificates shall be delivered to the following address.

The Town of Elsmere
11 Poplar Avenue
Elsmere, Delaware 19805

Indemnification:

To the fullest extent permitted by law, the Proposer will indemnify and hold harmless the Town of Elsmere their Elected Officials, Agents, Employees, Volunteers, and Assigns from and against all claims, damages, including punitive damages, losses and expenses, including but not limited to attorney's fees on a primary and non-contributory basis arising out of or resulting from their operations and completed operations in the performance of their work under this proposal; provided that any such claim, damage, including punitive damages, loss or expense, including but not limited to attorney's fees, is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Proposer, any Subcontractor's, Sub-subcontractors, or anyone directly or indirectly employed by the Proposer for whose acts they may be liable regardless of whether or not such claim, damage including punitive damages, loss or expense, including but not limited to attorney's fees is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party described in this paragraph.

EXCEPTIONS:

Proposers may elect to take minor exceptions to the terms and conditions to this RFP. The Town of Elsmere will evaluate each exception according to the intent of the terms and conditions contained herein, but the Town of Elsmere shall reject exceptions which create inequity in the treatment of Proposers. Exceptions shall only be considered if they are submitted on a separate form entitled exceptions and are submitted in the same envelope as the proposal.

SUBCONTRACTS:

Subcontracting is permitted under this RFP. However, every subcontractor shall be identified in the proposal and agreed to in writing by the Town during the performance the contract should one be awarded. Any substitution in or addition to such subcontractor, associates, or consultants will be subject to the prior written approval of the Town of Elsmere.

The contractor awarded any potential contract by the Town of Elsmere, shall be responsible for the compliance of any subcontractor with all terms, conditions and requirements of this RFP and all Local, State or Federal Laws. The contractor chosen by the Town shall be liable for any non-compliance by any sub-contractor. Further, nothing contained herein or in any subcontractor agreement, shall be construed as creating any contractual relationship between the subcontractor and the Town of Elsmere.

PROPOSAL SPECIFICATIONS

Background:

The Town of Elsmere, Town Hall is a former school that has been renovated a number of times throughout the years. The Town Hall houses the Town's Administrative, Code Enforcement and Finance offices and is also home to the Elsmere Library, Oak Grove Senior Center and the Elsmere Bureau of Police. The building essentially has three separate sections each built at different times. The front part of the building is the original part of the building and dates back to the early 1900's. This part houses the Administrative, Code Enforcement and Finance offices.

The center part of the building was constructed sometime in the early 40's or 50's, and houses the Oak Grove Senior Center, and storage areas for the Town. The rear section of the building was constructed in the 60's, and houses the Elsmere Bureau of Police.

General Intent:

The Town would like to replace an existing one 5 ton HVAC system for the police department unit with higher efficiency unit which is properly sized and installed so as to yield a favorable payback. The Town intends take this action in order to reduce energy use and costs and qualify for any applicable incentives and/or rebates.

Add / Alternate Option:

A second unit servicing the Departments Evidence Room recently had the indoor furnace replaced due to a bad heat exchanger. Proposers may at the same time they propose the initial proposal, also submit an additional proposal to replace the outdoor condenser and indoor AC coil for the Evidence room. It is hoped that by performing both installs together, the cost associated with the use of a crane and manpower will greatly decrease the cost of the replacement.

CONSIDERATIONS AND RESTRICTIONS:

1. The selected proposer will not be required to obtain a building permit for the work awarded.
2. The selected proposer shall ensure the system will comply with all applicable codes.
3. The building will be available for work immediately. Hours available for work will be from 8:00 AM to 4:00 PM, Monday through Friday, with the exception of holidays. Work on weekends and evenings may be scheduled, as necessary at the discretion of the Chief of Police.
4. Scheduled work shall be designed to minimize any disruption to Town services.
5. Air conditioning to other areas of the complex must continue to be provided during normal working hours.
6. The selected proposer shall provide a schedule of work and explain how and when anticipated air conditioning shut-downs will be performed.
7. Work shall include removal and disposal of existing unit(s), installation and commissioning of the replacement units in order to provide a fully functional system, and training and indoctrination of staff on maintenance and operational requirements of new units.
8. Proposers may propose more than one alternative to satisfy the Town's requirement.
9. For each alternative proposed the following information shall be provided, at a minimum:
 - a. Price to perform the work.

- b. Technical data for each of the units and associated equipment proposed for installation including make, model, BTU/hr rating, size, EER/SEER rating, configuration, power requirements, refrigerant type and requirements, and any other data necessary to evaluate the applicability of the components.
- c. A complete scope of work included in the proposal and any work not included in the proposal but required to make the system fully functional. Indicate all components proposed for replacement.
- d. A schedule indicating major milestones and when and how scheduled air conditioning outages will occur.
- e. Calculations showing anticipated energy and cost savings.
- f. Energy incentive or rebate anticipated and how the amount was determined and verified with issuing agency or office.
- g. Warranties provided.
- h. Any premium costs associated with work outside of normal work hours that is not included in the basic price proposal.
- i. Copies of applicable licenses.
- j. Names and phone numbers of references for similar work performed.

ADDITIONAL REQUIREMENTS:

- 1. All drawings, reports, data, and other documents prepared by the Proposer according to this Agreement shall be submitted to the Town for its review and approval. Resulting work products of the proposer pursuant to this solicitation shall become property of the Town of Elsmere.
- 2. No approval by the Town either verbal or written shall in any way be construed to relieve the Proposer of the responsibility for technical adequacy or operate as a waiver of any of the Town's rights under this Agreement.
- 3. The Proposer shall remain liable to the Town according to applicable laws and practices for all damages to the Town caused by the Proposers negligent performance of any of the services furnished under this Agreement.
- 4. The Proposer shall conduct regular meetings with the Town, and other appropriate parties, at a location established by the Town to review progress.
- 5. Consideration will be given to the type of system proposed, the associated cost, the anticipated energy and cost savings, incentives or rebates anticipated and verified, and the time required to provide and install the system.
- 6. Systems proposed shall also be able to be serviced by a third party vendor without any proprietary restrictions.

GENERAL INSTRUCTIONS:

All Proposals submitted must be valid for a period of ninety (90) days after Proposal Deadline.

The successful proposal if awarded will become a part of the contract between the Town of Elsmere and the successful Vendor.

Prior to submitting Proposal, Proposers are required to examine the Proposal instructions, specifications and Proposal forms carefully. Failure to do so will be at the Proposers risk.

All costs directly or indirectly related to the preparation of a response to this Proposal or any oral presentation required by the Town of Elsmere to supplement and/or clarify a Proposal shall be the sole responsibility of the Proposer.

All certificates of insurance coverage must be provided to the following individual prior to beginning work:

John S. Giles Jr.
Town Manager
Town of Elsmere
11 Poplar Avenue
Elsmere, Delaware 19805

Proposers must provide a list of at least three (3) entities where like services have been provided that is similar in size and scope to this proposal.

It shall be the sole responsibility of the Proposer to ask any questions they may have, request clarification as to the specific requirements of this request for proposal with the Town Manager or his designated representative prior to submitting a proposal.

The successful Proposer must supply all equipment, materials and labor. The Town of Elsmere will not provide storage space for the Proposers equipment.

TOWN OF ELSMERE PROPOSAL FORM

PROPOSAL NUMBER 14 - 03

**AIR CONDITIONING REPLACEMENT
AT THE ELSMERE BUREAU OF POLICE**

PROPOSAL NUMBER 1 REPAIRS

Name of Proposer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

TOTAL AMOUNT OF PROPOSAL FOR REPAIRS \$ _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign PROPOSAL

Date of PROPOSAL:

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

TOWN OF ELSMERE PROPOSAL FORM
PROPOSAL NUMBER 14 - 03

**AIR CONDITIONING REPLACEMENT
AT THE ELSMERE BUREAU OF POLICE**

ADD ALTERNATE

Name of Proposer: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

TOTAL AMOUNT OF PROPOSAL FOR REPLACEMENT \$ _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying Proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign PROPOSAL

Date of PROPOSAL:

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

AFFIDAVIT OF COMPLIANCE
WITH TOWN OF ELSMERE EMPLOYMENT REQUIREMENTS

1. I am an officer of _____ (the "Company") and am
authorized to make this affidavit on its behalf.

2. I hereby certify that all of the employees of the Company performing work within the
Town of Elsmere are lawfully permitted to be employed by the Company under both federal and state
law.

Sworn to and Subscribed before me this _____ day of _____, 2014

Notary Public

* This form must be signed and included for each proposal*